

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF 1		PAGES 80	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER M/OAA/GRO/EGAS-06-1170		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY US Agency for International Development Office of Acquisition and Assistance M/OAA/GRO/EGAS 1300 Pennsylvania Avenue Washington DC 20523				CODE		8. ADDRESS OFFER TO (If other than Item 7) US Agency for International Development Office of Acquisition and Assistance M/OAA/GRO/EGAS 1300 Pennsylvania Avenue Washington DC 20523			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Item 7 until 11:00 a.m. EST local time August 11, 2006 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
	AREA CODE	NUMBER	EXT.		

11. TABLE OF CONTENTS				See Attached Table of Contents			
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY USAID Office Financial Management M/FM 1300 Pennsylvania Avenue Washington DC 20523	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Table of Contents	Page
PART I - THE SCHEDULE	5
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	5
B.1 PURPOSE	5
B.2 CONTRACT TYPE	5
B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT	5
B.4 PRICE SCHEDULE	5
B.5 INDIRECT COSTS (DEC 1997)	7
B.6 COST REIMBURSABLE	7
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	8
SECTION D - PACKAGING AND MARKING	22
D.1 AIDAR 752.7009 MARKING (JAN 1993)	22
D.2 BRANDING POLICY	22
SECTION E - INSPECTION AND ACCEPTANCE	23
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	23
E.2 INSPECTION AND ACCEPTANCE	23
SECTION F - DELIVERIES OR PERFORMANCE	24
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	24
F.2 PERIOD OF PERFORMANCE	24
F.3 PERFORMANCE STANDARDS	24
F.4 REPORTS AND DELIVERABLES OR OUTPUTS	24
F.5 KEY PERSONNEL	24
F.6 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO	25
PPC/CDIE/DI	25
SECTION G - CONTRACT ADMINISTRATION DATA	26
G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)	26
G.2 ADMINISTRATIVE CONTRACTING OFFICE	27
G.3 COGNIZANT TECHNICAL OFFICER (CTO)	27
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	28
G.5 PAYING OFFICE	30
G.6 ACCOUNTING AND APPROPRIATION DATA	30
SECTION H - SPECIAL CONTRACT REQUIREMENTS	31
H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	31
H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997) .	31
H.3 INSURANCE AND SERVICES	31
H.4 AUTHORIZED GEOGRAPHIC CODE	32
H.5 LOGISTIC SUPPORT	32
H.6 LANGUAGE REQUIREMENTS	32
H.7 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)	32
H.8 REPORTING OF FOREIGN TAXES	33
H.9 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT	34
PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS ..	34
(USAID POLICY DETERMINATION - 20) (JAN 1994)	34
H.10 SECURITY CLEARANCE	34

M.7	COST EVALUATION	71
M.8	SOURCE SELECTION	71
M.9	CONTRACTING WITH SMALL BUSINESS CONCERNS	72

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide services that fall within the scope of the work specified in Section C for the Office of Acquisition and Assistance (OAA). The specific tasks include Task Management, Automation Support, Reporting, Electronic Commerce and Web Design, and Administrative Support for Agency Credit Card Program.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is . The fixed fee, if any, is . The estimated cost plus fixed fee, if any, is .

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is . The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through .

B.4 PRICE SCHEDULE

The Performance Schedule/Price Schedule must be submitted in excel format for the **Base Period (One Year), Option Year 1 and Option 2.**

PERFORMANCE SCHEDULE:**PRICE SCHEDULE:**

<u>Labor Category</u>	<u>Employee Name</u>	<u>Units</u>	<u>Estimated Annual Units</u>	<u>Estimated Hourly Rate</u>	<u>TOTAL</u>
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Subtotal Direct Labor

OTHER DIRECT COSTS:

Travel **

Training

Software

DBA

Medvac

Subtotal ODC

Fringe

Subtotal

Overhead (Site)

Subtotal including (fringe, overhead & ODC)

G&A

Total Costs Estimates

Fee

Total Costs including fee

**Proposed travel for training Mission personnel in:

Africa

South America

Eastern Europe

Asia

TOTAL

B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1/	1/	1/
		2/	2/	2/
		3/	3/	3/

1/Base of Application:

Type of Rate: Predetermined

Period:

2/Base of Application:

Type of Rate: Predetermined

Period:

3/Base of Application:

Type of Rate: Predetermined

Period:

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**USAID Office of Acquisition and Assistance (OAA)
Automation/Administrative Support Services Performance Work Statement
(PWS)****C.1 INTRODUCTION****C.1.1 Agency Mission**

That strategy is based on aiding the environment; addressing population and health; building democracy; and encouraging Economic growth. USAID accomplishes its mission through third party organizations - the bulk of who receive acquisition (contracts) and assistance (grants and cooperative agreements) awards. It is therefore extremely important that USAID have efficient automated systems that will:

- Support the planning, creation and administration of Agency acquisition and assistance (A&A) awards
- Enable the organization and dissemination of all A&A Policy guidance for both internal and external audiences who are involved in the A&A process
- Enable the monitoring and measuring of USAID'S progress in implementing its mission by allowing for current, accurate, and timely A&A reporting in order to comply with federal regulations, internal agency needs and external requirements.

C.1.2 Project Background and Objectives

Currently, the creation of A&A awards and information management in the Office of Acquisition and Assistance (OAA) is accomplished via a number of distinct systems. There will be a continuing need for these systems to be maintained as well as need for Support for the evolution to the next "generation" of automated systems supporting the A&A process and A&A information management. It is important to note that such Systems must address the A&A needs of both Missions and USAID/Washington. In some cases, the need will be met by the creation and /or support of A&A automation in Washington, which will enable support offices (e.g., Policy, Evaluation, Support, Audit, and Transportation) to better serve the field.

In other instances, it will mean the implementation and /or support of the same automated systems in both USAID/Washington and the Missions. Finally, it will mean support to and improvement of Mission-specific systems related to A&A. In addition to reporting and management of the Agency's A&A award process, OAA continues to pursue a broad range of procurement reform initiatives that require expanded use of office automation in addition, information management services. These initiatives are aimed at many different aspects of OAA activities from

data entry tasks to creating and maintaining user-friendly web sites that enable better communication agency-wide as well as with A&A partners.

OAA also requires administrative support for:

- Performance of the USAID Worldwide Purchase Card Program
- Office Coordination

C.2 SPECIFIC CONTRACT REQUIREMENTS

The Contractor shall provide all services on-site at USAID locations, primarily domestic but periodic overseas training may be required. Contractor staff shall work at least 8 hours daily on a schedule to allow for coverage during Agency Official Work Hours (i.e. 8:45 a.m. to 5:30 p.m.). Specific work requirements are described in the performance-based contracting (PBC) matrix that follows.

Performance-Based Contracting Matrix

USAID Support Services

Overall Program Outcome: Effective and comprehensive automation and administrative support that enables the Office of Acquisition and Assistance (“OAA”) to perform its operations in a more efficient manner.			
Activity 1: Task Management			
*Outcome: Well-planned contractor support, timely and accurate reporting of contractor performance, and responsive to OAA management, the CTO and Program Coordinator.			
Required Services	Performance Standards	Acceptable Quality Level	Monitoring Method
1.1 Conduct kickoff meeting	<ul style="list-style-type: none"> Kickoff meeting conducted within five (5) business days after award of contract. 	No deviation without prior CTO approval.	100% CTO inspection.
1.2 Develop Project Plan, which will include, at a minimum: <ul style="list-style-type: none"> Operating procedures Staffing details Performance standards Proposed customer survey methodology and instruments 	<ul style="list-style-type: none"> The draft Project Plan is delivered two weeks after the kickoff meeting and: <ul style="list-style-type: none"> Is consistent, logical and thoroughly addresses the required content areas Contains practical, uniform operating procedures Defines specific processes for preparation and delivery of weekly and quarterly reports from designated systems and databases Contains performance standards/metrics for all services required by this PWS Provides an efficient and effective methodology for surveying customers and reporting the results 	No deviation without prior CTO approval.	100% CTO inspection.
1.3 Upon receipt of Government-requested changes, revise and re-submit the Project Plan.	<ul style="list-style-type: none"> The revised Project Plan is delivered to the CTO within five (5) working days of receipt of Government comments and effectively addresses all comments and concerns. 	No deviation without prior CTO approval.	100% CTO inspection.
1.4 Provide weekly status reports	<ul style="list-style-type: none"> E-mail status reports on activities covered in the contract are delivered each Friday and include: <ul style="list-style-type: none"> Significant accomplishments during the week Problem areas requiring management attention Significant actions and issues for the following week 	No deviation.	100% CTO inspection.
1.5 Provide monthly progress report	<ul style="list-style-type: none"> Written monthly progress reports are delivered the 3rd business day of each month and include, at a minimum: <ul style="list-style-type: none"> Work performed Work anticipated during the next reporting period Issues/problems (to include recommendations for resolution) Costs incurred during the reporting period 	No deviation.	100% CTO inspection.

1.6 Administer customer satisfaction surveys and report results.	<ul style="list-style-type: none"> Survey customers in accordance with (IAW) the approved Project Plan. Reports containing all survey results are accurate and submitted to the CTO IAW the approved Project Plan. 	<p>No deviation.</p> <p>No deviation.</p>	<p>CTO periodic review and Government staff feedback.</p> <p>100% CTO review of reported results and independent validation with random sample of customers.</p>
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Activity 2: Automation Support

Outcome: OAA's management and staff have access to automation solutions that improve data accuracy and promote productivity

Required Services	Performance Standards	Acceptable Quality Level	Monitoring Method
<p>2.1 Provides desktop support for users on all of the applications listed below that are maintained by the Procurement Support Division. User Support to include, at a minimum:</p> <ul style="list-style-type: none"> Training for procurement staff in Missions and Washington Internal help answering FAQ's <p>Applications:</p> <ul style="list-style-type: none"> PSIP/JAMS Contract Information Management System (Archived) New Management System A&A Module (to be replaced with a phased approach by PSIP/JAMS) Negotiated Indirect Cost Rates Systems Audit Tracking System Ocean Cargo Tracking System Document Generation System (ProDoc) (to be replaced with a phased approach by PSIP/JAMS) 	<ul style="list-style-type: none"> All support is provided IAW the approved Project Plan or individual work requests from the CTO. Customer support survey ratings average 4 or more on a 5-point scale. 	<p>No deviation.</p> <p>75% of the responses show a support rating of 4 or more with no lower than an average of 3.0 for the remaining 25%.</p>	<p>CTO review periodic/random inspection.</p> <p>100% CTO review of survey results.</p>

Required Services	Performance Standards	Acceptable Quality Level	Monitoring Method
2.2 Manage data quality to include: <ul style="list-style-type: none"> ○ Routine quality control ○ Validation of data in all of the production databases 	<ul style="list-style-type: none"> • All quality control and data validation activities are performed IAW the approved Project Plan. • 80% of the quality control and verification activities are completed by the original scheduled completion dates. • There are no instances of inaccurate reporting to external agencies that could have been prevented by proper contractor performance of the data validation function. 	No deviation. 75% are completed within the original schedule and the remaining have no more than two weeks slippage. No deviation.	CTO periodic/random inspection. CTO periodic/random inspection. CTO review of feedback from external agencies.
2.3 Administration , including training, of all e-gov electronic systems related to the A&A process including: <ul style="list-style-type: none"> ○ Past Performance Database ○ Systems Coordination for FedBizOps ○ Systems Coordination for Business Partner Network ○ Systems Coordination for FedTeds ○ System Coordination for FPDS-NG ○ System Coordination for the ESRS ○ Systems Coordination for grants.gov 	<ul style="list-style-type: none"> • New users are set up within 24 -48 hours of receipt of access request • Specific mailboxes are monitored daily • Inquiries are answered within 24 hours of receipt • Participates in user group meetings 	No deviation	CTO periodic review and Government staff feedback.
2.4. Data Entry Services as required for all systems listed above.	<ul style="list-style-type: none"> • Actions are entered within pre-defined timeframes or IAW with Project 	No deviation	CTO periodic review

Activity 3: Reporting

Outcome: Accurate reports for OAA's management and staff; Missions and other Agency office; and external sources including Congress, the public, etc.

Required Services	Performance Standards	Acceptable Quality Level	Monitoring Method
<ul style="list-style-type: none"> 3.1 Reporting 	<ul style="list-style-type: none"> Daily and quarterly reports are prepared and delivered IAW the methodology and schedule contained in the approved Project Plan. 95% of the ad-hoc reports are delivered within timeframes agreed upon with the CTO and the remaining 5% are no more than one week late. All reports: <ul style="list-style-type: none"> Include data from headquarters and all overseas sites (unless limited by the CTO) Reflect the appropriate use of up-to-date query tools (e.g. Crystal Reports and Crystal Enterprise) Provide appropriate qualifications concerning data reliability based upon the contractor's thorough familiarity with the databases, applications and their limitations. 	<p>No deviation.</p> <p>80% are within agreed-upon timeframes and the remaining 20% are no more than one week late.</p> <p>No deviation.</p>	<p>CTO periodic/random review.</p> <p>CTO periodic/random review.</p>

Activity 4: Electronic Commerce and Web Design			
Outcome: OAA and the general public will access to information in a user-friendly format.			
Required Services	Performance Standards	Acceptable Quality Level	Monitoring Method
4.1 Provide support for Electronic Commerce Activities to include: <ul style="list-style-type: none"> ○ Redesign and maintenance of the Business & Procurement Intranet and Internet sites ○ Creation and chairing an OAA web advisory group to discuss issues such as re-design and updating of material <ul style="list-style-type: none"> ➤ Posting Transportation and Commodity Opportunities (FBO and Agency site) 	<ul style="list-style-type: none"> • The redesigned Business & Procurement Intranet and Internet sites meet the following criteria: <ul style="list-style-type: none"> ○ Are user-friendly and more easily navigated. ○ Include all A&A related information and are designed to serve both internal and external clients ○ Contents are reorganized and re-designed and there are additions to the material which enhance the usefulness of the sites ○ Reflect appropriate coordination with Information Resources Management and the Bureau for Legislative and Public Affairs with regard to revisions & postings ○ Link other external and internal organizations when relevant ○ Materials are presented with a consistent design and approach ○ Materials shared on Internet and Intranet are consistent 	No deviation.	CTO periodic/random inspection.
	<ul style="list-style-type: none"> • Maintenance of internal and external web site is performed IAW the approved Project Plan and reflects input from an OAA web advisory group, consisting of designated OAA staff and contractor staff. 	No deviation.	CTO periodic/random inspection.
	All electronic announcements are posted within one business day of their receipt and require no subsequent amendment due to contractor error.	No deviation without prior CTO approval.	CTO periodic/random inspection.

Activity 5: Administrative Support for Agency Credit Card Program**Outcome:** USAID customers are ensured of a highly efficient purchasing mechanism with a minimum of waste, fraud and abuse.

Required Services	Performance Standards	Acceptable Quality Level	Monitoring Method
5.1 Perform outreach and liaison with USAID cardholders, Office Program Coordinator/Approving Officials (AOs), and the Designated Billing Office (DBO) that includes: <ul style="list-style-type: none"> • Providing business advice concerning purchase card use • Assisting in dispute resolution • Assisting with account setup, maintenance and reconciliation 	<ul style="list-style-type: none"> • AOs are contacted a minimum of once a month to identify specific assistance/training needs. • Quarterly ½ day technical assistance sessions are provided to cardholders and AOs. • Attendees at sessions indicate that they were “Very Helpful.” • Voice/e-mail requests for assistance are responded to within 1 business hour and assistance is provided within agreed-upon timeframes. • Customer support survey ratings average 4 or more on a 5-point scale. 	No deviation unless approved in advance by the CTO. No deviation unless approved in advance by the CTO. 80% of the attendees indicate that the sessions were “Very Helpful.” 10% deviation. 75% of the responses show a support rating of 4 or more with no lower than an average of 3.0 for the remaining 25%.	CTO random/periodic contact with Program Coordinator. Program Coordinator periodic inspection. Program Coordinator review of evaluation forms. Program Coordinator review of contractor-maintained request log and user feedback. Program Coordinator review of survey results.
5.2 Serve as Citibank’s (or successor’s) point of contact.	All data provided Citibank is accurate, complete and current as of the date of transmission.	95% of transmitted data is accurate, complete and current and identified errors are corrected within 8 business hours.	Program Coordinator random review and Citibank feedback.

Required Services	Performance Standards	Acceptable Quality Level	Monitoring Method
5.3 Prepare reports and responses to inquiries concerning the program.	<ul style="list-style-type: none"> Periodic reports are accurate, complete and current and provided 5 business days in advance of final due date for submission to external party or on or before due date for internal submission. Ad hoc reports or responses are accurate, complete, current, and grammatically correct; fully address the issues / questions contained in the inquiry; and, are provided by the agreed-upon delivery dates. Reports/data provided to external parties are completely consistent with one another. 	<p>10% of the reports may be 1 day late.</p> <p>10% of the responses may be 1 day late.</p> <p>No deviation.</p>	<p>Program Coordinator 100% inspection.</p> <p>Program Coordinator 100% inspection.</p> <p>Periodic/random Program Coordinator inspection and feedback from external parties.</p>
5.4 Maintain database that contains key purchase card program data, including: <ul style="list-style-type: none"> Cardholder and AO approval levels and training records Records of cardholder/AO purchasing reviews AO span of control Inactive cards Other program-wide performance metrics 	<ul style="list-style-type: none"> Previous week's data is accurate, complete and current on COB of the first business day of the succeeding week. 	<p>Previous month's data is accurate, complete and current on COB of the first business day of the succeeding month.</p>	<p>Program Coordinator random review and inspection.</p>
5.5 Arrange for training of prospective cardholders.	<ul style="list-style-type: none"> All prospective cardholders are provided the appropriate training (Category 1, 2, or 3) required by the USAID Worldwide Purchase Card Program Manual. Processing of training requests is IAW the approved Project Plan. 	<p>Deviation only with advance approval from the CTO or his/her designee.</p> <p>Deviation only with advance approval from the CTO or his/her designee.</p>	<p>Periodic/random Program Coordinator inspection.</p> <p>Periodic/random Program Coordinator inspection.</p>

Activity 6. Administrative Support for OAA**Outcome:** Efficient and effective administrative services that will constantly improve OAA's ability to manage its operations.

Required Services	Performance Standards	Acceptable Quality Level	Monitoring Method
<p>6.1 Performs OAA Office Coordination responsibilities that include:</p> <ul style="list-style-type: none"> • Space and equipment management and coordination, including telephones and IP addresses • Distribution services • Meeting/conference room space and any necessary audio-visual/videoconferencing support are secured within one business day of meeting notification. All attendees are provided with the date, time and location of the meeting within one business day of meeting notification. • Assists in arranging OAA training courses (i.e., for ProDoc, A&A, etc.) in Washington and overseas with both the OP Training Coordinator and the HR Training Coordinator (Services would involve, but not be limited to reserving training rooms, e-mailing registrations, travel arrangements, compiling training materials/packets.) 	<ul style="list-style-type: none"> • OAA Office Coordination responsibilities are performed IAW with the processes and performance standards contained in the approved Project Plan. • Customer support survey ratings average 4 or more on a 5-point scale. <ul style="list-style-type: none"> ◆ All travel and training requests are processed within one business day of receipt 	<p>No deviation.</p> <p>75% of the responses show a support rating of 4 or more with no lower than an average of 3.0 for the remaining 25%.</p>	<p>CTO or Designee periodic/random inspection.</p> <p>CTO or Designee review of survey results.</p>

Performance-Based Contracting Matrix**Monitoring Method****Activity 1: Task Management****1.1 Conduct kick-off meeting**

- 1.1.1 The meeting must occur within five business days of the contract award. The CTO will chair the meeting and ensure that the Program Manager and others as deemed appropriate attend.

1.2 Develop Project Plan

- 1.2.1 The plan must be provided to the CTO within 2 weeks after the kick-off meeting. The CTO will review and provide comments and suggestions for revision if necessary.

1.3 Revise/re-submit Project Plan

- 1.3.1 The revised plan is delivered within 5 days of receipt of government comments.

1.4 Provide weekly status reports

- 1.4.1 Status reports are due weekly on Fridays and will be provided via e-mail to the CTO. At least 95% of these status reports must be provided on time.

1.5 Provide monthly progress report

- 1.5.1 Monthly reports are due on the third business day of each month. At least 95% must be delivered on time.

1.6 Administer customer surveys and report results

- 1.6.1 Surveys are distributed, within the periods agreed to in the project plan, to at least 75% of OAA USAID/Washington users. 50% of Missions users will also be included. Results are collected and tallied.
- 1.6.2 Reports containing all survey results received are provided to the CTO within periods agreed to in the project plan. CTO will verify/validate reported results by contacting randomly selected customers.

Activity 2: Automation Support**2.1 Provides desktop support for users**

- 2.1.1 FAQ questions are answered within 24 hours; requests for desk side assistance are responded to within 4 hours of receipt; and training is provided on an ad hoc basis.

2.2 Manage data quality

- 2.2.1 All quality control and data validation activities are performed in accordance with the project plan. 80% is completed by the originally scheduled completion dates with the remaining 20% having no more than a two-week slippage.

- 2.2.2 No instance of inaccurate reporting to external agencies "that could have been prevented by proper contractor performance of the data validation function."

- 2.3 Administration, including training of all e-gov electronic systems related to the A&A process. This involves mostly System Admin-type functions i.e. 1)creating new users within 24-48 hours; 2) password assistance within 24 hours; 3)daily monitoring of subject mailboxes and answering inquiries within 24 hours; and 4) attending specific system user group meetings. 95% of the functions are completed within the designated timeframes.

- 2.4 Data Entry services: actions entered within pre-defined timeframes. 80% must be entered by deadlines.

Activity 3: Reporting

- 3.1.1 All reports reflect appropriate use of up-to-date query tools and include data from headquarters and overseas sites unless limited by the CTO. Recurring reports are prepared and delivered in accordance with the approved project plan. The CTO or designee monitors, reviews and approves.
- o Recurring reports are accurate and provided within agreed upon timeframes 85% of the time. The other 15% are no more than one week late.
 - o Ad hoc reports are accurate and provided within agreed upon timeframes 80% of the time. The remaining 20% are no more than one week delayed.

Activity 4: Electronic Commerce and Web Design

- 4.1.1 The Business & Procurement (OAA) internal and external websites are redesigned and maintained in accordance with pre-defined USAID policy. Regular and appropriate

coordination with USAID web leads, Information Resources Management (IRM) and Legislative and Public Affairs (LPA) are conducted. Electronic announcements are posted within one business day of receipt and require no amendment due to contractor error.

Activity 5: Administrative Support for Agency Credit Card Program

- 5.1 Perform outreach and liaison with cardholders, Approving Officials (AOs) and Designated Billing Offices. (DBOs) to include account setup and dispute resolution.
- o AOs are contacted at least once a month
 - o Quarterly technical assistance sessions are held. 80% of the attendees indicate an above satisfactory rating of the sessions.
 - o Requests for assistance during business hours are responded to within 1 hour of receipt 90% of the time.
 - o Customer support survey ratings average 4 or more out of a 5-point scale at least 75% of the time. The remaining 25% average no less than 3 points.
- 5.2 Serve as Citibank's (successor) point of contact. Data provided is accurate, complete and current as of the date of transmission 95% of the time.
- 5.3 Prepare consistent reports and responses to inquiries concerning the program:
- o Recurring reports are provided 5 business days in advance of the final due date 90% of the time
 - o Ad hoc reports/responses are accurate, complete, current and provided within agreed upon timeframes 90% of the time
- 5.4 Maintain database that contains key purchase card program data:
- o Data is accurate and complete and current as of COB of the first business day of the month.
- 5.5 Arrange for training of prospective cardholders. Any deviation from the standards below must be approved in advance by the Program Coordinator.
- o All prospective cardholders are provided appropriate training in accordance with the USAID WORLDWIDE PURCHASE CARD PROGRAM MANUAL
 - o Process training requests in accordance with approved Project Plan

Activity 6: Administrative Support for OAA

6.1 Performs OAA Office Coordination responsibilities to include:

- o Space, equipment, telephone management and coordination
- o Distribution services
- o Meeting/conference room setup including audio-visual/teleconferencing support
- o Assists in arranging/coordinating OAA training courses in Washington and overseas to include:
 - travel arrangements which will be processed within 1 business day of receipt
 - training registration management which will be processed within 1 business day of receipt
 - compiling training materials/packets
- o 75% of Customer surveys conducted will support a rating of 4 or more on a 5-point scale. The remaining 25% will average no lower than 3 points.

SECTION D - PACKAGING AND MARKING**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING POLICY

Marking shall comply with USAID "Graphic Standards Manual" available at www.usaid.gov/branding <http://www.usaid.gov/branding> or any successor branding policy.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is September 30, 2007 through September 29, 2008. The period of performance for option periods, if any, is:

OPTION PERIOD 1	September 30, 2008 through September 29, 2009
OPTION PERIOD 2	September 30, 2009 through September 29, 2010

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections J and I and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

F.5 KEY PERSONNEL

A. The key personnel, which the Contractor shall furnish for the performance of this contract, are as follows:

Name	Title
------	-------

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.6 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (OCT 1997)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures			
[Document Number: XXX-X-XX-XXXX-XX]			

Line	Description	Amt vouchered	Amt
vouchered			
Item No.		to date	
this period			

001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be

made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer, which are required by the provisions of this contract, shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

TBD at time of award

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is TBD at time of award or his or her designee at:

USAID
Office of Procurement
1300 Pennsylvania Avenue

Washington, DC 20523

Telephone:

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor, which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to

be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action, which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications, which involve prices, quantities, quality, schedules, shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

USAID
Office Financial Management
1300 Pennsylvania Avenue, NW
Washington, DC 20523

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated: \$.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

(1) The individual's full name, home address, and telephone number.

(2) The name and number of the contract, and whether the individual is an employee or dependent.

(3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.

(4) The name, address, and telephone number(s) of each individual's next of kin.

(5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.3 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)

Telefax: (703) 354-0370

E-Mail: www.rutherford.com

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC)

Medevac Coverage: All contractors performing work overseas must obtain medical evacuation coverage. A list of the vendors that offer Medevac Coverage can be obtained from the following web page:

http://travel.state.gov/travel/tips/health/health_1185.html

H.4 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000. Any change to the geographic code must be authorized by the Cognizant Contracting Officer.

H.5 LOGISTIC SUPPORT

(a) The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

(b) To the extent that a USAID Mission or an Office of the USAID Representative (OAR) in the cooperating country, or a cooperating country, furnishes logistic support for the Contractor's overseas performance, the costs of such logistic support will not be charged to the Contractor, and shall not be charged by the Contractor to this contract.

(c) Logistic support furnished in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director or USAID Representative (USAID REP), in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director/USAID REP shall prescribe.

H.6 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have English language proficiency to perform technical services as specified in the statement of work.

H.7 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to

ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

H.8 REPORTING OF FOREIGN TAXES

(a) The Contractor must submit a final report by April 16 of the each year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (viii) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where.

USAID,
Office Financial Management
1300 Pennsylvania Avenue, NW
Washington, DC 20523

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov>.

H.9 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (USAID POLICY DETERMINATION - 20) (JAN 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

H.10 SECURITY CLEARANCE

(a) This contract may involve classified performance in accordance with ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security.

(b) In accepting the award of this contract, the contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this contract for any classified task order if the contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic contract is not classified, the contractor may request a Secret level facility clearance at any time after the contract is awarded in order to be eligible for consideration for a classified task order.

At the time of award, the contractor does [] does not [] have a Secret level facilities clearance.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance. If the contract is not terminated, the contractor is prohibited from being considered for or being issued any future classified task orders, in accordance with the acknowledgement in (b) above.

(d) Employees of the Contractor working under this contract or under a task order issued against this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring that performance is not jeopardized.

(e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under a classified task order, the contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime contract/task order.

(g) The Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt of the "Visit Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first."

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)	JAN 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JAN 2006)	JAN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2006
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	MAY 2004
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
	AIDAR 48 CFR Chapter 7	
752.202-1	DEFINITIONS	
752.204-2	SECURITY REQUIREMENTS	
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	

	AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

I.3 52.219-17 SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the United States Agency for International Development the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the

terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the United States Agency for International Development Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the United States Agency for International Development.

I.4 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003) ALTERNATE II (DEC 1996)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

I.5 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>
<http://usaid.gov>

752.242-70 Periodic Progress Reports

See CIB 98-21.

I.7 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

I.8 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products, which meet any of the following criteria, are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those, which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 5 - CONTRACTOR PERFORMANCE REPORT - SHORT FORM

ATTACHMENT 6 - FRIEGHT DELIVERY REQUEST FORM

ATTACHMENT 7 - MODEL SUBCONTRACTING PLAN OUTLINE

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN
2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is D.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies. ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.3 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

K.4 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.5 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.237-1	SITE VISIT	APR 1984

L.2 52.215-1 Instructions to Offerors- Competitive Acquisition (Jan 2004)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays,

Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
 - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the proposal must show—
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
 - (3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for

receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of

proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a (Cost Plus Fixed Fee) contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Jean Horton
Ombudsman

Hand-Carried Address:

US Agency for International Development
14th Street Lobby
1300 Pennsylvania Avenue
Washington, DC 20523

Mailing Address:

US Agency for International Development
1300 Pennsylvania Avenue
Washington, DC 20523

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>
<http://usaid.gov>

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) RFP Instructions: If an offeror does not follow the instructions set forth herein, the offerors' proposal may be eliminated from further consideration, or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

If an offeror does not understand the instructions in this Solicitation, then it should write to the contracting officer for clarification sufficiently in advance of the deadline for receipt of proposals in order to obtain an answer in time to meet the deadline.

(b) Accurate and Complete Information: Offerors must set forth full, accurate, and complete information as required in this RFP. The penalty for making false statements to the Government is prescribed in 18 USC 1001.

(c) Pre-award Survey: USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and, (3) site visits to the prime contractor's facility.

(d) Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

(1) Completion of Standard Form (SF) 33;

(2) Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP;

(3) Completion of the "Representations, Certifications, and Other Statement of Offerors' in Section K; and,

(4) Submission of information required by Section L, or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signatures/ certifications, as required.

(e) Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.

(f) Electronic responses are required for this solicitation.

(1) The Offeror must submit the proposal via internet email with up to 5 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. There has been a problem with the receipt of *.zip files due to anti-virus software. Therefore, Offerors are discouraged from sending files in this format, as we cannot guarantee their acceptance by the internet server.

Offerors are reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP the initial point of entry to the government infrastructure is USAID's Washington mail server. Offerors are strongly encouraged to review FAR 15.208.

(2) Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.

(3) Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(g) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the Offeror in preparation of a proposal in response hereto.

(h) Questions

Questions regarding this RFP must be submitted via internet e-mail to EGASProposals@usaid.gov within 15 days from the date of issuance of

the RFP by 11:00 AM EST. No questions will be accepted after this date. All questions will be posted at www.FedBizOpps.gov. We will not identify the firm asking the questions.

(Note: Please reference the RFP number in the subject line of the e-mail)

(i) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered. Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) Offerors must organize the technical proposal to follow the technical evaluation criteria listed in Section M.3.

(b) Offerors are to present detailed information only when required by specific RFP instructions. The written Technical Proposal is limited to 20 pages and shall be written in English.

Offerors shall use only 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages with margins no less than one inch on each border. Number each page consecutively. Do not use a type smaller than 11 pitch. Information submitted over 20 pages will not be evaluated.

Note: A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded below, is subject to the 20 page limitation.

Not included in this page limitation are the following:

- Table of Contents;
- Dividers;
- Appendix attachments which contain biographical information (i.e., resumes and other documentation provided by the Offeror) for proposed candidates;
- Past Performance Report Short-Forms;

- Charts, such as Management Structure Organizational Chart(s) All critical information from appendices should be summarized in the technical proposal.

(c) The Technical Proposal shall be submitted in three-ring binders, and include the information set forth below.

(1) TECHNICAL ACCEPTABILITY [See Section M.3(c) 1.]

Offerors shall provide information to demonstrate its understanding of the technical requirements of the statement of work.

(2) AUTOMATION SUPPORT/ REPORTING [See Section M.3(c) 2.]

The offeree shall demonstrate its capability to support various automated systems pertaining to the full Acquisition and Assistance process. The offeror shall also demonstrate its capability to support USAID in its endeavors to comply with existing and evolving e-Gov initiatives and strategies.

(3) PERSONNEL [See Section M.3 (c) 3.]

The offeror shall demonstrate its technical staffing expertise and capacity for proposed and submits resumes for each person and a signed statement of availability. The Key Personnel position under this RFP is the Project Manager.

(4) PAST PERFORMANCE INFORMATION [See Section M.3 (c) 4.]

The Offeror must provide past performance references for itself and each major subcontractor. USAID prefers offerors to provide past performance information that has been reported and evaluated in either the National Institute for Health (NIH) or Past Performance Information Retrieval System (DOD) database. This past performance information must be submitted in accordance with the following:

(i) For the offeror and each major subcontractor list five to six (5-6) most recent and relevant contracts for efforts similar to this requirement. To ensure uniformity of information for conducting the reference checks, the offeror/subcontractor shall complete Part 1 (Blocks 1 through 9) of the Contractors Performance Report-Short Form for 5 - 6 contracts and/or subcontracts. The name and telephone number for all contacts are required. It is recommended that the offeror/subcontractor alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested. The list shall be attached as an annex to the technical proposal.

(ii) If the offeror/subcontractor encountered problems on any of the referenced contracts, they may provide a short explanation and the corrective action taken. Space is provided in Block 6 of the

Short Form for this. Offerors/subcontractors shall not provide general information on their performance.

(iii) Offerors/subcontractors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

(iv) USAID may use past performance information obtained from other than the sources identified by the offeror/subcontractor. USAID shall determine the relevance of similar past performance information. Past performance information will be used for both the responsibility determination and best value decision.

(v) Past Performance in Using Small Business Concerns (as defined in FAR 19.001).

(A) As part of the evaluation of past performance in Section M. of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

(1) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).

(2) To supplement the narrative summary in 1), provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.

(3) Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.

(4) USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

(B) The above section is not applicable to offers from small business concerns.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

(a) Part 1 - Standard Form (SF) 33

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

(b) Part 2 - Proposed Costs/Prices

(1) The cost proposal must be submitted in Excel format.

(i) The Offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(ii) If the Offeror or any major subcontractor(s) does not have a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.

(c) Part 3 - Representations, Certifications, and Other Statements of Offerors

The Offeror and each proposed subcontractor shall complete Section K, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided.

(d) Part 4 - Policies and Procedures

If the offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc..

(e) Part 5 - Evidence of Responsibility

The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection

9.104-1. If the offeror fails to submit sufficient evidence for the contracting officer to make an affirmative determination of responsibility, then the contracting officer may make a determination of non-responsibility and be precluded from awarding a contract to that offeror. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors should seriously address each element of responsibility. To be determined responsible, a prospective contractor must:

(1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

(2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;

(3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;

(4) Have a satisfactory record of integrity and business ethics;

(5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));

(6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and

(7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

(f) Part 6 - Letters of Commitment (Subcontractors)

The Cost/Business Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the offeror's proposed teaming arrangement.

(g) Part 7 - Information to Support Consent to Major Subcontractors

The offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.

(h) Part 8 - Information Concerning Work-Day, Work-Week, and Paid Absences

(1) The offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.

(2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors shall describe their work day and work week policies.

(3) The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors in affect at time of award shall remain enforce throughout the period of the award.

L.9 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 GENERAL INFORMATION

(a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1(f)(4).

(b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract award to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government.

(c) The submitted technical information will be scored by a technical evaluation committee (TEC) using the technical criteria shown below. The TEC may include industry experts who are not employees of the Federal Government. ***These industry experts may be employed in advisory roles only!*** When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.

(d) For overall evaluation purposes, technical factors are considered significantly more important than cost/price factors.

(e) Initial Evaluation: The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume. The Government may eliminate proposals that are missing required information.

(f) To be acceptable and eligible for evaluation, proposals must meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with the requirements set forth in the RFP.

M.3 TECHNICAL EVALUATION CRITERIA

The award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(a) The criteria below are presented by major category, with relative order of importance, so that Offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors must note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which Offerors must address in their proposals.

(b) Offerors will be evaluated qualitatively on the basis of four (4) factors: Technical Acceptability; Automation Support/Reporting; Personnel; and Past Performance.

(c) Criteria

The primary technical evaluation criteria (1), (2), (3), and (4), below, for evaluating Offerors' technical proposals, are listed in descending order of importance. Sub-criteria within each primary criterion will be evaluated in descending order of importance.

1. Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted, including a review of the offeror's proposal project manager to ensure that s/he is acceptable to the Government. Proposals will be evaluated on the degree to which the management plan demonstrates clear lines of authority, and the degree to which the proposal and subcontractors meet the needs of the activities and requirements outlined in section C.

2. Automation Support/Reporting

The offereor shall demonstrate its capability to support various automated systems pertaining to the full Acquisition and Assistance process. The offeror shall also demonstrate its capability to support USAID in its endeavors to comply with existing and evolving e-Gov initiatives and strategies. Reporting is critical and must encompass data from USAID headquarters as well as from all overseas Mission sites.

The Agency's official reporting tool is Crystal Reports, however knowledge of other dynamic reporting tools is also required. Web design and maintenance expertise is also required. The offeror shall

demonstrate its ability to build and maintain relationships within USAID as well as with other Agencies. In its proposal, the offeror must describe the roles and responsibilities of home office management staff, their assigned management and decision-making authorities, and the relationship the offeror will have with expected staff on site. The institutional capability analysis will consider demonstrated organizational experience in managing large-scale projects.

3. Personnel

The offeror shall demonstrate its technical staffing expertise and capacity for staff proposed and submits resumes for each person and a signed statement of availability.

AID Form 1420-17 Biographical Data will be required with cost proposals for the project manager; do not include salary information in the technical proposal. Offerors shall clearly describe the professional qualifications of proposed personnel. Qualifications for personnel shall include relevant formal training and professional experience, relevant field experience, project management, and any other experience relevant to the SOW.

The Key Personnel position under this RFP is the Project Manager. Offerors shall submit a signed statement of availability from the Project Manager.

4. PAST PERFORMANCE INFORMATION

The Offeror must provide past performance references. The past performance reference must be comparative to the type of service outlined in section C. USAID prefers offerors to provide past performance information that has been reported and evaluated in either the National Institute for Health (NIH) or Past Performance Information Retrieval System (DOD) database within the past three - five years. This past performance information must be submitted in accordance with the following:

It is recommended that the offeror/subcontractor alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested. The list shall be attached as an annex to the technical proposal.

If the offeror/subcontractor encountered problems on any of the referenced contracts, they may provide a short explanation and the corrective action taken. Space is provided in Block 6 of the Short Form(Attachment #5). Offerors/subcontractors shall not provide general information on their performance.

Offerors/subcontractors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

USAID may use past performance information obtained from other than the sources identified by the offeror/subcontractor. USAID shall determine the relevance of similar past performance information. Past performance, information will be used for both the responsibility determination and best value decision.

AWARD SELECTION

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.4 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

COST:

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price. The proposed prices will be evaluated for reasonableness, allowability and allocability as well as cost realism but will not be scored.

M.5 DETERMINATION OF COMPETITIVE RANGE

(a) The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place.

(b) Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(c) The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The determination of the competitive range will be based upon those criteria/factors included in the Technical and Cost/Business Management Proposals.

(d) Competitive Range: (1) Agencies shall evaluate all proposals in accordance with 15.305(a), and, if discussions are to be conducted, establish the competitive range. Based on the ratings of each proposal against all evaluation criteria, the contracting officer shall establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to paragraph (c)(2) of this section.

(2) After evaluating all proposals in accordance with 15.305(a) and paragraph (c)(1) of this section, the contracting officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Provided the solicitation notifies offerors that the competitive range can be limited for purposes of efficiency (see 52.215-1(f)(4)), the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals (10 U.S.C. 2305(b)(4) and 41 U.S.C. 253b(d)).

(3) If the contracting officer, after complying with paragraph (d)(3) of this section, decides that an Offeror's proposal should no longer be included in the competitive range, the proposal shall be eliminated from consideration for award. Written notice of this decision shall be provided to unsuccessful offerors in accordance with 15.503.

(4) Offerors excluded or otherwise eliminated from the competitive range may request a debriefing (see 15.505 and 15.506)."

M.6 CONTRACT AWARD AND BEST VALUE

Tradeoff Analysis and Best Value Determination

(a) In accordance with Section M of this Solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose proposal(s), conforming to the Solicitation and considering the below evaluation criteria, represent(s) the best overall value to the U. S. Government. The evaluation criteria will be used by the Contracting Officer as a guide in determining which proposals will present the best value to the Government. The tradeoff method will be utilized under this procurement.

(b) The Government may reject any or all proposals if such action is in the Government's interest.

(c) The Government may waive informalities and minor irregularities in proposals received.

(d) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(e) Although technical evaluation rankings are significantly more important than cost factors, the closer the technical evaluations of the various proposals are to one another, the more important cost considerations become. The Contracting Officer may determine what a higher evaluation based on technical criteria might mean in performance and what it would cost the U.S. Government to take advantage of it. Conversely, if the Contracting Officer determines that competing cost proposals are essentially equal, technical rankings may become a determining factor in Offeror selection.

M.7 COST EVALUATION

The task order budget, (see Section L.12(b) will be analyzed as part of the cost proposal evaluation. Budgets will be evaluated for cost realism, completeness, reasonableness and competitiveness of ceilings for fee and indirect rates. The results of the cost/price evaluation will be used as part of the Agency's tradeoff analysis.

M.8 SOURCE SELECTION

(a) The overall evaluation methodology set forth above will be used by the contracting officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215 1, and as set forth in Section L of this solicitation, award will be made by the contracting officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

(b) This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the contracting officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the contracting officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the contracting officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

M.9 CONTRACTING WITH SMALL BUSINESS CONCERNS

USAID encourages maximum participation of small businesses, veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and HUBZone small businesses. Accordingly, every reasonable effort will be made to identify and make use of such organizations. If, after evaluating all offers, USAID concludes that two or more offers are in effect equally eligible to be selected for the award, then the offer that provides the greater, most varied, and most realistic use of all the categories of small business concerns will be determined to be the best value offer and will be selected for award.

ATTACHMENT 1
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)				2. Contractor's Name		
3. Employee's Address (include ZIP code)		4. Contract Number		5. Position under Contract		
		6. Proposed Salary		7. Duration of Assignment		
8. Telephone Number (include area code)	9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)			
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
14. EMPLOYMENT HISTORY 1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.						
POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary	
			From	To	Dollars	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)						
SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
			From	To		
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						
Signature of Employee				Date		
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)						
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.						
Signature of Contractor's Representative				Date		

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications; the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

<input type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE	2. Status of Federal Action: <input type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD	3. Report Type <input type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE FOR MATERIAL CHANGE ONLY: YEAR QUARTER DATE OF LAST REPORT
4. Name and Address of Reporting Entity: <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, IF KNOWN: Congressional District, if known: 6. Federal Department/Agency		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Congressional District, if known: 7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number if known:	9. Award Amount if known:	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL (Rev.7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

ATTACHMENT 4

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

ATTACHMENT 5
CONTRACTOR PERFORMANCE REPORT - SHORT FORM

CONTRACTOR PERFORMANCE REPORT - SHORT FORM

PART I: Contractor Information (to be completed by Prime)

1. Name of Contracting Entity
2. Contract Number:
3. Contract Type:
4. Contract Value (TEC): (if subcontract, subcontract value)
5. Description of Work/Services:
6. Problem: (if problems encountered on this contract, explain corrective action taken)
7. Contacts: (Name, Telephone Number and E-mail address)
 - 7a. Contracting Officer:
 - 7b. Technical Office (CTO):
 - 7c. Other:
8. Contractor:
9. Information Provide in Response to RFP No.:

PART II: Performance Assessment

1. Quality of product or services, including consistence in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems.
Comments:
2. Cost control, including forecasting costs as well as accuracy in financial reporting.
Comment:
3. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks.
Comments:
4. Customer Satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among subcontractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems.
Comments:
5. Effectiveness of key personnel including: effectiveness and appropriateness of personnel for the job; and prompt and satisfactory changes in personnel when problems with clients where identified.
Comments:

[Note: The actual dollar amount of subcontracts, if any, (awarded to the Prime) must be listed in Block 4 instead of the Total Estimated Cost (TEC) of the overall contract. In addition, a Prime may submit attachments to this past performance table if spaces provided are inadequate; the evaluation factor(s) must be listed on any attachments.